

ZB# 79-18

Gosta Nillson

40-3-34

79-18- Nillson, Gosta / Muslim, Arif

Prelim. Meeting

Use Variance

40-3-34

Public Hearing:

9/24/79 - 8:15 pm.

Fee paid -

OCPD notified

on 9/13/79.

GENERAL RECEIPT

4137

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Oct 11 19 79

RECEIVED OF

Nelson

\$ 25.00

Twenty-five and 00/100

DOLLARS

FOR

3 B A - Variance Fee #79-18

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>25.00</u>		
<u>ck.</u>		

BY

Pauline A. Townsend pm

Town Clerk

TITLE

Public Notice
 OF HEARING BEFORE
 ZONING BOARD
 OF APPEALS
 TOWN OF NEW WINDSOR
 PLEASE TAKE NOTICE that the
 Zoning Board of Appeals of the
 TOWN OF NEW WINDSOR, New
 York will hold a Public Hearing pur-
 suant to Section 48-34A of the Zoning
 Ordinance on the following
 proposition:
 Appeal No. 18
 Request of GOSTA NILSSON for a
 VARIANCE of the regulations of the
 Zoning Ordinance to permit
 professional offices in residential
 zone being a VARIANCE of section
 48-117, for property situated as
 follows: 279 Blooming Grove Turn-
 New Windsor, New York 12553
 SAID HEARING will take place on
 the 15th day of September, 1979, at
 the New Windsor Town Hall, 455
 Union Avenue, New Windsor, N.Y.
 beginning at 9:15 o'clock P.M.
 VINCENT BLIVONA
 Chairman
 By: Patricia DeLo
 Secretary
 Sept. 15

State of New York

County of Orange, ss:

Olga Trachewsky , being duly sworn deposes and
 says that he is Principal Clerk
 of Newburgh-
 Beacon News Co., Inc., Publisher of The Evening News.
 a daily newspaper published and of general circulation in
 the Counties of Orange and Dutchess, and that the notice
 of which the annexed is a true copy was published

One Time
 in said newspaper, commencing on the.....15th day of
September.....A.D., 19 79 , and ending on
 the15th..... day ofSeptember..... A.D., 19 79

Subscribed and sworn to before me this
15th day of.....September 19.....79

Olga Trachewsky

Anne E. Tucker

Notary Public of the State of New York, County of Orange.
 MY COMMISSION EXPIRES MARCH 30, 1980

Public Hearing - 8:15 p.m. - Nilsson/Muslim

<u>Name:</u>	<u>Address:</u>
Opposed Summit McCapbell	12 Cross St NY
Ceter Mule	13 Continental Drive
John Diomanti Opposed.	6 Schoonmaker Dr.
John Diomanti	6 Schoonmaker Dr N.Y.
George J. Vecchio	4 Schoonmaker Dr N.Y.
Bonnie D'Angelo	273 Quassaick Ave.
Livia D'Angelo	273 Quassaick Ave.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of

GOSTA NILSSON.

DECISION DENYING
USE VARIANCE.

#79-18.
-----x

WHEREAS, GOSTA NILSSON of 279 Quassaick Avenue, Town of New Windsor, New York, has made application before the Zoning Board of Appeals for a use variance to permit a professional office to exist in a residential (R-4) zone at the above premises; and

WHEREAS, a public hearing was held on the 24th day of September, 1979 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicants were represented by Jerald Fiedelholtz, Esq. of 270 Quassaick Avenue, New Windsor, N. Y., Allan Kuslansky, Esq. from Mr. Fiedelholtz's office also appeared on behalf of Mr. Nilsson; and

WHEREAS, the application was opposed by a number of area residents; and

WHEREAS, the notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Evening News, also as required by law.

The Zoning Board of Appeals of the Town of New Windsor finds the evidence in this matter to be as follows:

The applicant owns a home located next to a commercial use which pre-exists the Zoning Local Law. On the road on which applicant's home is located, there is a mixture of uses best described as neighborhood commercial and residential uses. The commercial uses include a small

market, a doctor's office, a lawyer's office, and a barber shop. At the time zoning came into existence in the Town of New Windsor this area was spot zoned to permit the continuance of these pre-existing commercial uses, including the use next to applicant's home. South of applicant's home on this road, all uses are residential for some distance.

The applicant based his argument for hardship on the fact that spot zoning had left commercial buildings around the petitioner and next to him. Petitioner further argued that the spot zoning had not been "created" by the Petitioner. A realtor testified in behalf of the Petitioner that she had had the house listed for sale since May and had received no offers to purchase the house as a residence. She had received offers from two (2) doctors to purchase the house for their offices and the present co-applicant, Dr. Arif Muslim, has signed a contract for the purchase of the house if a variance is granted. The realtor further testified that efforts to sell the house included advertisements in two (2) local daily newspapers. On questioning, the applicant's representative admitted that no "for sale" sign was ever placed on the premises. Further, no testimony was offered that the house was listed on the Multiple Listing Service, or was made available to any other real estate broker to attempt to actively market.


Applicant submitted no plans to show how the traffic and parking situations would be handled so as not to alter the essential character of the neighborhood, particularly the neighborhood in back of applicant's home and to the south of it which is a residential area.

The Zoning Board of Appeals of the Town of New Windsor finds that evidence of a four (4) month attempt to sell the premises by one broker, without so much as placing a "for sale" sign on the premises is

an insufficient showing of hardship to the land to permit the granting of a use variance. Further, the Board finds that to the extent the applicant is aggrieved by the existence of spot zoning in this area, the applicant's proper relief is to seek a rezoning before the Town Board and not to make an application before this Board which is, in essence, a request to rezone the property and not a request for a variance. It is beyond the power of this Board to rezone property.

The application of applicant is denied. The Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the applicant, the Town Planning Board and the Town Clerk forthwith.

Dated: New Windsor, N. Y.
October 22, 1979.


Chairman

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 18

Request of GOSTA NILLSON

for a VARIANCE ~~XXXXXXXXXXXX~~ of
the regulations of the Zoning Ordinance, to permit
professional office in residential zone

being a VARIANCE ~~XXXXXXXXXXXX~~ of
Section 48-21 H-2 - Supplemental Use Regulations
for property situated as follows:

Quassaick Ave.
279 ~~Bloomington Grove Trk.~~, New Windsor, New York.

SAID HEARING will take place on the 24th day of September, 1979,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8:15 o'clock P. M.

VINCENT BIVONA
Chairman

(914) 565-8550

October 2, 1979

Jerald Fiedelholz P. C.
P. O. Box 4088
New Windsor, N. Y. 12550

RE: APPLICATION FOR VARIANCE - GOSTA NILLSON
#79-18

Dear Mr. Fiedelholz:

This is to confirm that the above application for a use variance was denied at the September 24, 1979 meeting of the Zoning Board of Appeals.

Formal decision is being drafted by Mr. Krieger and will be acted upon at an upcoming meeting of the Board. You will then receive a copy for your files.

Very truly yours,

PATRICIA DELIO, Secretary

/pd

cc: Town Planning Board
Attn: Ernest Spignardo, Chairman

Howard Collett, Bldg./Zoning Inspector
Town of New Windsor



OCT 01 1979

COUNTY OF ORANGE

Department of Planning

124 MAIN STREET (1887 Building)

GOSHEN, NEW YORK 10924

TEL. (914) 294-5151

Peter Garrison, Commissioner

Richard S. DeTurk, Deputy Commissioner

September 26, 1979

Mr. Mark Stortecky, Chairman
Town of New Windsor Zoning Board
of Appeals
Town Hall
555 Union Avenue
New Windsor, New York 12550

Re: Variance - Nillson
Blooming Grove Turnpike


Dear Mr. Stortecky:

Our office has reviewed the above in accordance with the provisions of Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York.

We hereby return the matter for final local determination.

Very truly yours,

Peter Garrison
Commissioner of Planning

Reviewed by: 
Joel Shaw
Sr. Planner

JS/jlm



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

PAULA KING

ASSESSOR ^{Chairman}

~~EMERSON WAYNE~~

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

Sept. 12, 1979

Jerald Fiedelholtz Esq.
270 Quassaick Ave.
New Windsor, N.Y.

Re: 40-3-34

Dear Mr. Fiedelholtz:

According to my records, the attached list of property owners are within the five hundred (500) feet of the above mentioned property.

The charge for this service is \$25.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

PAULA KING
SOLE ASSESSOR
Town of New Windsor



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Warmers Construction Corp.
PO Box 148
Newburgh, N.Y. 12550

Kaplan David & Irving &
Schwartzman Irving
264 Quassaick Ave.
New Windsor, N.Y. 12550

Panella Emilio
410 Bloomingrove Tpk.
New Windsor, N.Y. 12550

Fiedelholtz Jerald & Rachel
10 Stonecrest Dr.
New Windsor, N.Y. 12550

Kryzaniwsky George P
277 Quassaick Ave.
New Windsor, N.Y. 12550

Poliotti Angelo & Naomi
276 Quassaick Ave.
New Windsor, N.Y. 12550

Pacione Anthony & Sylvia
278 Quassaick Ave.
New Windsor, N.Y. 12550

Terrasi Alfonso & Rita M
280 Quassaick Ave.
New Windsor, N.Y. 12550

Fidanza Maryann
282 Quassaick Ave.
New Windsor, N.Y. 12550

Yanakakis John & Anna
284 Quassaick Ave.
New Windsor, N.Y. 12550

Phillips Robert W
PO Box 2353
Newburgh, N.Y. 12550

Olsen Ernest E & Mildred G
290 Quassaick Ave.
New Windsor, N.Y. 12550

Lahey John V & Helen F.
292 Quassaick Ave.
New Windsor, N.Y. 12550

Scalzo Angelo & Mary
35 Cross St.
New Windsor, N.Y. 12550

Davis Clifford & Marie
33 Cross St.
New Windsor, N.Y. 12550

McMahon Thomas
31 Cross St.
New Windsor, N.Y. 12550

Denton Harriet E
31 Cross St.
New Windsor, N.Y. 12550

Alessi Angleo & Anna M
29 Cross St.
New Windsor, N.Y. 12550

Coppola Edgar P & Rose M
27 Cross St.
New Windsor, N.Y. 12550

Cimorelli Virginia
25 Cross St.
New Windsor, N.Y. 12550



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Medina Antoinette
23 Cross St.
New Windsor, N.Y. 12550

Farley Edward W & Jane R
21 Cross St.
New Windsor, N.Y. 12550

Vecchio George J & Julia M
4 Schoonmaker Dr.
New Windsor, N.Y. 12550

Diamonti Patrick J & Gloria M
6 Schoonmaker Dr.
New Windsor, N.Y. 12550

Crudele Michael A & Helen A
291 Quassaick Ave.
New Windsor, N.Y. 12550

Gillen Kathryn E
289 Quassaick Ave.
New Windsor, N.Y. 12550

Angelone Joseph A & Jennie P
RD2 Moores Hill Road
New Windsor, N.Y. 12550

Legette Willie L & Martha
283 Quassaick Ave.
New Windsor, N.Y. 12550

Grant Martin B
Rock Acres
Cornwall N.Y. 12518

D'Angelo Benedetto & Angela
273 Quassaick Ave.
New Windsor, N.Y. 12550

Moulton Edward C
23 Wintergreen Ave.
Newburgh, N.Y. 12550

Pennisi Richard J & Ruth F
265 Quassaick Ave.
New Windsor, N.Y. 12550

Keller Mary A
182 Liberty St.
Newburgh, N.Y. 12550

Pacione Albert P Jr. & Marianne
7 Schoonmaker Dr.
New Windsor, N.Y. 12550

Sausville Edward A Pauline R
3 Schoonmaker Dr.
New Windsor, N.Y. 12550

Fisher Patricia
15 Cross St.
New Windsor, N.Y. 12550

Livingstone Victor E & Irene R
3 Margaret Pl.
New Windsor, N.Y. 12550

Marino Carmen A & Frances F
1 Margaret Pl.
New Windsor, N.Y. 12550

McVicker Kevin
18 Cross St.
New Windsor, N.Y. 12550

Pearl Rose
22 Cross St.
New Windsor, N.Y. 12550



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman

Ellsworth E. Weyant

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

1763

Bordonaro Joseph & Carmela

24 Cross St.

New Windsor, N.Y. 12550

Martini Anthony J & Virginia

26 Cross St.

New Windsor, N.Y. 12550

Holt Holger C & Evelyn M

32 Cross St.

New Windsor, N.Y. 12550

Lampack William & Evelyn

34 Cross St.

New Windsor, N.Y. 12550

ZONING BOARD OF APPEALS
Town of New Windsor, New York 12550

SEPTEMBER 24, 1979 AGENDA:

7:30 p.m. - ROLL CALL

MOTION to accept the minutes of the 9/10/79
meeting as written.

NO PRELIMINARY MEETINGS SCHEDULED FOR THIS EVENING.

PUBLIC HEARINGS:

8 p.m. - Application of LILLIAN BRUNO for area variance
on property located at 61 Blooming Grove Tpk.
Represented by Jerald Fiedelholz, Esq.

8:15 p.m. - Application of GOSTA NILLSON/ARIF MUSLIM for
use variance - proposed professional office
in R-4 zone located at 279 Quassaick Avenue,
New Windsor.

Motion to accept formal decision as drafted on the following
matters:

- (1) RAJ 2300 INVESTORS CORPORATION
- (2) O'NEILL, JOHN & AGNES
- (3) WORTMANN, FRANK
- (4) *Ponderosa Systems Inc.*
- (5) *Natale Gambini - op/ra ye leasant Pot Inn.*

Pat

565-8550 - office
562-7107 - home

SEP 07 1979

79-18

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF ~~BUILDING PERMIT~~ APPLICATION

File No.

Date SEPT 7, 1979

To GOSTA NILLSON / DR ARI MUSLIM

279 Blooming Grove Tpk.
40-3-34

PLEASE TAKE NOTICE that your application dated SEPT 6, 1979
for permit to LOCATE DOCTORS OFFICE

at the premises located AT 279 QUASSACK AVE
(ROUTE 94 - 40-3-34) GOSTA NILLSON
(OWNER)

is returned herewith and disapproved on the following grounds IN R 4 ZONE A
PROFESSIONAL OFFICE MUST BE CARRIED ON
PERSONALLY BY A RESIDENT OF THE DWELLING.
ZONING LAW - 48-211#2
Supplemental Use Regs.

Howard R. C...
Building Inspector



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK
(914) 565-8550

September 13, 1979

Mr. Ernest Spignardo, Chairman
New Windsor Planning Board
555 Union Avenue
New Windsor, N. Y. 12550

RE: APPLICATION FOR USE VARIANCE
GOSTA NILLSON - #79-18

Dear Mr. Spignardo:

Kindly be advised that the Gosta Nillson application for a use variance is presently scheduled for Public Hearing before the ZBA on Monday evening, September 24, 1979 at 8:15 p.m.

Enclosed please find pertinent copies of the application and public hearing notice.

Very truly yours,

PATRICIA DELIO, Secretary
New Windsor Zoning Board of Appeals

/pd

Enclosures

cc: Howard Collett, Bldg./Zoning Inspector

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-18
(Number)

9/11/79
(Date)

I. Applicant information:

- (a) GOSTA NILLSON, 279 Quassaick Avenue,
New Windsor, N. Y. 12550
(Name, address and phone of Applicant)
- (b) DR. ARIF MUSLIM
17 Sheldon Drive, Newburgh, N. Y. 12550
(Name, address and phone of purchaser or lessee)
- (c) Jerald Fiedelholz, Esq.
270 Quassaick Avenue, New Windsor, N. Y. 12550 - 562-4630
(Name, address and phone of attorney)
- (d) Paul Capicchioni
316 Blooming Grove Tpk., New Windsor- N. Y. 12550 -
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) R-4 279 Blooming Grove Tpk. 40 3 34 100 x 256'
(Zone) (Address) New Windsor (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC - Neighborhood/
Commercial
- (c) Is a pending sale or lease subject to ZBA approval of
this application? yes
- (d) When was property purchased by present owner? 1954
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit
previously? no When? -

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-18
(Number)

9/11/79
(Date)

I. Applicant information:

- (a) GOSTA NILLSON, 279 Quassaick Avenue,
New Windsor, N. Y. 12550
(Name, address and phone of Applicant)
- (b) DR. ARIF MUSLIM
17 Sheldon Drive, Newburgh, N. Y. 12550
(Name, address and phone of purchaser or lessee)
- (c) Jerald Fiedelholz, Esq.
270 Quassaick Avenue, New Windsor, N. Y. 12550 - 562-4630
(Name, address and phone of attorney)
- (d) Paul Capicchioni
316 Blooming Grove Tpk., New Windsor - N. Y. 12550 -
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) R-4 279 Blooming Grove Tpk. 40 3 34 100 x 256'
(Zone) (Address) New Windsor (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC - Neighborhood/
Commercial
- (c) Is a pending sale or lease subject to ZBA approval of
this application? yes
- (d) When was property purchased by present owner? 1954
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit
previously? no When? -
- (g) Has an order-to-remedy violation been issued against the property by
the Zoning Inspector? yes . If so, when 9/7/79
- (h) Is there any outside storage at the property now or is any proposed?
Describe in detail. n/a

☒ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-21 H-2 ~~Table~~ Supp. Use Column -, to allow Regulations

Use of the residential property of Nillson for
(Describe proposed use)
professional doctor's office.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Applicant's property is zoned R-4 - residential - even though the surrounding area has many professional offices and commercial businesses. The area in question includes a grocery store, barber shop, law offices, and former drug store located just adjacent to applicant's residential home.
Applicant cannot sell for residential purposes in an area which is spot zoned such as the area in point.

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section , Table , Column

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yard		
Reqd. Side Yards	<u>1</u>	<u>1</u>
Reqd. Rear Yard		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Development Coverage* %	%	%
Floor Area Ratio**		

* Residential districts only

** Non-residential districts only

Use of the residential property of Nilsson for
(Describe proposed use)
professional doctor's office.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Applicant's property is zoned R-4 - residential - even though the surrounding area has many professional offices and commercial businesses. The area in question includes a grocery store, barber shop, law offices, and former drug store located just adjacent to applicant's residential home.

Applicant cannot sell for residential purposes in an area which is spot zoned such as the area in point.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☐ VII. Special Permit:

(a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

(b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

☒ Copy of letter of referral from Building and Zoning Inspector.

☒ Copy of contract of sale, lease or franchise agreement.

☒ Copy of tax map showing adjacent properties

☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.

☐ n/a Copy(ies) of sign(s) with dimensions.

☒ Check in amount of \$ 25.00 payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping.

All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.

- (b) Describe in detail the use and structures proposed for the special permit.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ n/a Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

X. AFFIDAVIT

Date September 13, 1979

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Gosta H. Nilsson
(Applicant)
GOSTA NILLSON

Sworn to before me this

13th day of September, 1979.

Commission expires March 1979
Oryx Corp

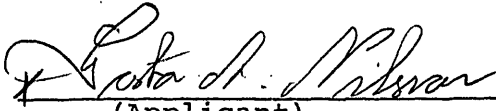
XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant)
GOSTA NILLSON

Sworn to before me this

13th day of September, 1979.



Commission expires March 1979
Orange County

XI. ZBA Action:

(a) Public Hearing date _____

(b) Variance is _____

Special Permit is _____

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

Contract of Sale

Date.....**July 27, 1979**

Seller and Purchaser agree as follows:

Parties

Purchase agreement

Property

Seller **GOSTA and ADELAIDE NILSSON**
address **279 Quassaick Avenue, New Windsor, New York**

Purchaser **ARIF MUSLIM**
address **539 Blooming Grove Turnpike, New Windsor, New York**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

ALL that certain parcel of land situate in the Town of New Windsor, County of Orange and State of New York, on the east side of Quassaick Avenue, being portions of lots #63-64-65-66 as shown on a map of New Windsor Acres, dated March, 1939, and filed in the Orange County Clerk's Office on May 22, 1939, file #1145, and more particularly described in the annexed Schedule "A".

SCHEDULE "A"

BEGINNING at a point in the easterly line of Quassaick Avenue, said point being a distance of 32.25 feet on a course of south 38 degrees 29 minutes west from the northwest corner of lot #65 as shown on said map; running thence diagonally through lot #65 and through the southeast corner of lot #66, south 64 degrees 35 minutes east 256.32 feet to a point; thence south 38 degrees 29 minutes west 80 feet to a point; thence running north 69 degrees 54 minutes west diagonally through lot #64 and #63, 262.96 feet to the easterly line of Quassaick Avenue; thence running along the easterly line of Quassaick Avenue north 38 degrees 29 minutes east 100 feet to the point of beginning.

BEING a portion of the same premises conveyed to the parties of the first part herein by Everett M. Turner by deed dated June 26, 1951 and recorded in the Office of the Clerk of the County of Orange on June 29, 1951 in Liber 1200 of Deeds at page 150.

The said premises are conveyed subject to the following conditions and covenants and shall run with the title to the lands hereby conveyed forever:

1: That any dwelling house which shall be built, maintained or erected, shall be built 50 feet back from the front line of the said lot, and that no more than one dwelling house shall be built or maintained on each lot of 50 feet frontage.

2: That no house or structure shall be erected upon said lots at a lower cost than \$3,000.

3: That no junk or other unsightly, objectionable or offensive material shall ever be stored, kept or maintained on said premises or any part thereof; nor shall any cows or pigs be kept on the said premises or any part thereof.

4: No fences of any type shall ever be erected or maintained on said premises with the exception of private hedge or hedge of

**Purchase
agreement
Property**

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4: No fences of any type shall ever be erected or maintained on said premises with the exception of private hedge or hedge of similar nature.

BEING the same premises conveyed by Michael Angelo Crudele, Alfred Thomas Crudele and Louis B. Cimorelli to Gosta Nilsson and Adelaide Nilsson by deed dated October 8, 1954 and recorded in the Orange County Clerk's Office on October 9, 1954 in Liber 1323 of Deeds at page 181.

SUBJECT, however, to Purchaser's obtaining a mortgage commitment from a bank or lending institution in the principal sum of \$40,000.00 for a term of twenty-five years at prevailing rate of interest. In the event such a commitment is not obtained within thirty days after the execution of this contract, by all parties, this contract shall be deemed null and void and of no further force and effect, and all sums paid hereunder shall be returned to Purchaser, without penalty.

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Aci
SUBJECT, ALSO, to approval of the premises by purchaser's architect within thirty days of the execution of the within contract by all parties. If, in the opinion of the architect, the premises shall be deemed unsuitable, this contract shall be deemed null and void and of no further force and effect.

SUBJECT, also, to Purchaser's obtaining from the local New Windsor Town Zoning Board or other governmental agency of the Town a variance for the conduct and operation of professional offices on the premises

All sums paid hereunder shall be held in escrow by Seller's attorney until the time of closing as hereinafter set forth.

The Purchaser shall be given the option, if he chooses, to order and pay for a termite inspection of the premises, within thirty (30) days of the closing of title.

Sellers agree to deliver the premises in a broom-clean condition, free of all debris and trash, at the time of closing, and seller warrants that all plumbing, heating and electrical systems will be in good working order at the time of closing, and that the roof will be free of all leaks

The Purchaser agrees to give at least a minimum of thirty (30) days notice to the Seller, following the approval for such zoning variance for fixing a date for closing of title herein.

Buildings and
improvements

Fixtures,
personal
property

3. The sale includes:

- (a) All buildings and improvements on the Property.
- (b) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, radio and television aeriels, blinds, shades, screens, awnings, storm windows, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes driers, garbage disposal unit, r. n. p. n. n. n. n.

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~~Carpeting, draperies and rods, electrical appliances,~~
Excluded from this sale are:

Furniture and household furnishings

Price

4. The purchase price is..... \$ 49,000.00
payable as follows:

On the signing of this Contract, by check subject to collection..... \$ 4,900.00
(Includes \$200.00 heretofore paid on binder agreement)

~~By check for the purchase price of \$48,000.00 to the Existing Mortgage~~

~~By check for the purchase price of \$48,000.00 to the Existing Mortgage~~

Balance in cash or certified check on the delivery of the deed at the Closing..... \$ 44,100.00

Existing mortgage	<p>5. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"): Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ % per year, presently payable in _____ installments of \$ _____ which includes principal, interest, and with any balance of principal being due and payable on _____ 19 ____.</p>
Purchase money mortgage	<p>6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage. The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.</p>
Transfer subject to	<p>7. The Property is to be conveyed subject to: (a) Building and zoning regulations. (b) Conditions, agreements, restrictions and easements, of record. (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable. (d) Existing taxes. (e) Unpaid assessments payable after the date of the transfer of title.</p>
Deed and transfer taxes	<p>8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale with Covenant against Grantor's Acts deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.</p>
Payments closing	<p>9. The following are to be apportioned pro-rata as of the date of delivery of the deed: (a) Rent as and when collected. (b) Interest on the Existing Mortgage. (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed. (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing. (e) Fuel, if any. (f) Electricity, if any.</p>
Water meter readings	<p>10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.</p>
Fire, other casualty	<p>11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.</p>
Closing date place	<p>12. The Closing will take place at the office of the lending institution granting the mortgage at 10:00 A.M. on October 1, 19 79</p>
Broker	<p>13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than E. S. Panarello & Associates, Inc., and Seller agrees to pay broker the commission earned (pursuant to separate agreement).</p>
Purchaser's lien	<p>14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.</p>
No Oral Change successors	<p>15. This Contract may not be changed or ended orally.</p>
Multiple Parties	<p>16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.</p> <p>17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.</p>

Package

Transfer
Subject to

Deed and
transfer
taxes

Payments
closing

Water meter
readings

Fire, other
casualty

Closing date
place

Broker

Purchaser's
lien

No Oral
Change
Successors

Multiple
Parties

Signatures

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

7. The Property is to be conveyed subject to:

- (a) Building and zoning regulations.
- (b) Conditions, agreements, restrictions and easements, of record.
- (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) ~~Unpaid assessments~~.
- (e) Unpaid assessments payable after the date of the transfer of title.

8. At the Closing Seller shall deliver to Purchaser a **Bargain & Sale with Covenant against Grantor's Acts**

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9. The following are to be apportioned pro-rata as of the date of delivery of the deed:

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- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) **Electricity, if any.**

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

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at 10:00 A.M. on October 1, 19 79

13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than **E. S. Panarello & Associates, Inc.,** and Seller agrees to pay broker the commission earned (pursuant to separate agreement).

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17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

Costa Nilsson
Costa Nilsson

PURCHASER

Adelaide Nilsson
Adelaide Nilsson

Arif Maslin
Arif Maslin

STATE OF NEW YORK, COUNTY OF
On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF
On 19 before me personally came ss.:
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF
On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF
On 19 before me personally came ss.:
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly
acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment

Closing of title under this Contract is adjourned to
at
and all adjustments are to be made as of

19, at o'clock,

19

Assignment

Date: 19
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

Purchaser

9 9

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CLERK

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said corpora-
tion, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in
and who executed the foregoing instrument in the partnership
name, and said duly
acknowledged that he executed the foregoing instrument for and
on behalf of said partnership.

Adjournment

Closing of title under this Contract is adjourned to
at
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19 , at o'clock,

19

Assignment

Date: 19
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

and

Purchaser

Contract of Sale of Real Estate

Date 19 19
Deed to pass on

STATE OF NEW YORK

County of

RECORDED ON THE

day of , 19

at o'clock M.

in Liber of Deeds

at Page and examined

CLERK